

The Case of the Mannor of Epworth in the Isle of *AXHOLM*, in the County of *Lincoln*, concerned in the Bill for an Act for set- ling the Level of *Hatfield Chase*, humbly presented to the Right Honorable the Commons of *England* in Parliament assembled.

Hatfield Chase, and the places adjacent, lying contiguous in the several Counties of *York*, *Lincoln*, and *Nottingham*, and containing about sixty thousand Acres of Ground are all in one Level; concerning which, Sir *Cornelius Vermeuden* a Dutchman, in the second year of His late Majesty of ever Blessed Memory, contracted with His Majesty, being Lord of the Soyl for the Draining thereof (and therein also for those of *Epworth*, being about thirteen thousand Acres, and part of that Level, though no part of the Chase) wherein the King (graciously intending not to prejudice the Commoners) declared, That the Commoners should first be agreed with, before *Vermeuden* should begin the work.

The said Isle is wholly in *Lincolnshire*, and the Mannor of *Epworth*, consisting of twenty Towns, Thorps, and Hamlets (wherein the Tenants there are very numerous) is in length about seven miles, and lying between the River of *Trent* on the East, and *Hatfield-Chase*, and divers Mannors in *Yorkshire* on the West, which are Drained through the Mannor of *Epworth* into the said River, and so it becometh very advantagious to the Participants, but hurtfull to a great part of the Mannor of *Epworth*; which the Participants make a very Sink or Pan to receive the Waters cast upon it, to ease and make dry *Hatfield Chase*, and the other Mannors which lie on the West.

The Tenants in the same Mannor claim Right of Common of Pasture, Turbary, and to dig Earth there at their pleasures to improve their Upland, and other Priviledges, which they and their Predecessors have had time out of minde.

The said Mannor came to the Crown by Exchange in the Reign of the late Queen *Elizabeth*, and the Tenants say that long before that, viz. In the time of King *Edward* the third, and now three hundred years since Sir *John Mowbray* was Lord of that Mannor, and made an approvement of the wastes thereby vertue of the Statute; whereupon he and the Tenants came to an Agreement, and (besides several Grants which he made to particular Tenants) he made a Deed to Eleven of the Tenants particularly named, and to the rest of the Tenants in general words, whereby he confirmed all their former Rights and Priviledges, and debarred himself and his heirs of all future Approvements by that Deed, being an ancient Charter now extant: Against which Charter, and other Grants, there can be no Approvement by Law, without expresse consent of the Tenants, All the Law-Books being clear, That against Common by Grant, there can be no Approvement.

The Ground in Question is 7400 Acres parcel of the said 13000 Acres within the Mannor of Epworth.

The Undertakers, who call themselves Participants within the Level of *Hatfield Chase* say, they have a Decree in the Exchequer. The Tenants say further, That the Participants have two Decrees, but the one Enterferes and clashes against, and almost wholly destroys the other. The Participants say, Three hundred and seventy of the Tenants consented. The Tenants answer; first, That the Dissenters are near three times as many, and many of them the greatest Freeholds; and that those who are named in the said Decree, are divers of them such as never had Right of Common; some are named three or four times over to swell up the number; and by the surname only with a blank, and some by names never heard of before to lie in the Isle, and some were counterfeited. Secondly, They that did consent were drawn thereunto by fore and very hard pressures; neither is there any submission to be found upon Record, under the hand of any. Thirdly, The consent was onely a Submission to an Award of the Attorney-General, which Award was Decreed without ever hearing a Deposition read; neither was any of those said to consent ever served with Process to answer the Bill whereupon that Decree was obtained, being gained by *Vermeudens* practice and combination with four persons fined in Star-Chamber One thousand pound a peece for Riots, and sentenced to pay Two thousand marks damages to *Vermeuden*, and to stand committed to the Prison of the Fleet: Which four persons together with one *Newland* and Agent of *Vermeudens*, combined (that they might free themselves from the danger of that sentence) to answer a Bill in the Exchequer at *Vermeudens* Suit, on the behalf of themselves and others of the Parish of *Haxey* in general words (particularly naming none) and to confess (though falsly) the charge of the Bill to be true, being never served with Process, nor having authority from the other Parishes, but subscribed authority to some of themselves, with about eighteen hands which they got more to it, being persons also fined or drawn in by them. These four persons, and the said *Newland* the Agent for *Vermeuden*, upon an information exhibited against them in Star-Chamber by some of the Town of *Misterton-Relators*, were for these and other abuses done to the Countrey, sentenced to stand on the Pillory with Papers, in the next Markets adjoining, and to make restitution of money extorted from several of the Tenants, under colour of execution of a warrant to a Serjeant at Arms; and one of them was sentenced to come to the Exchequer Bar with Papers in his Hat, and there to acknowledge his false answer which he had given in that Court to the prejudice of the Countrey. These persons nevertheless escaped the shame and punishment due unto them (by tampering with and taking off the prosecutors) by reason whereof the Sentence was omitted to be entred; yet the truth of this appeareth by the Note-Book yet extant in Star-Chamber, and may be proved by witnesses yet living, who were by and present at the time of the Sentence. Fifthly, The Participants bribed the Tenants Solicitor. Sixthly, the Decree was ten years in gaining, and is in length thirteen or fourteen skins of Parchment, which may justly render jealousy and suspicion in the obtaining.

The Participants second Decree was upon hearing of their own Bill, which was exhibited to stay the Commoners Suits commenced at Law. This Decree declares, That the Parties who are not named in the former Decree, (which are very numerous) are not bound, and that they are at liberty to proceed at Law. And as to those who are named, it declares that they are no otherwise bound, but whilst that first Decree stands unreversed; and in pursuance of that second Decree, the Tenants have had two Verdicts in the Title, Heirs in Taile and Feme Coverts are also declared by that Decree not to be bound: And that Decree establisheth the possession no otherwise with the Participants, then it was when that Bill was exhibited; since which, and after the Decree thereupon several verdicts have been at Law, and the possession continued with the Inhabitants, till they were now lately forced out by extremity of drifts of their Cattel, for unreasonable Scots or Taxes of the Court of Sewers.

The Undertakers say they have been at great charges; the Tenants answer, That though they have been at great charges in the whole great Level, yet their charge hath been but little within the Mannor of *Epworth*, having made but one new Cut, and scoured an old Drain through the Mannor for their own advantage, and stoppt up three old Drains, and diverted the head of a fourth, which were more beneficial to the Tenants.

The Participants alledge, That whereas other Mannors had but a third part allotted for their proportion, *Epworth* had near half. The Tenants answer, the Lord having once approved, and no right in Law to approve againy reason of the said Charter, the Undertakers (coming in against Law) ought not to have a foot, but rather to make satisfaction for the wrong they have done to the Countrey, all the best ground being taken from them, and the barren ground onely left to the Countrey. And this Case being different from that of Draining in other places, why should not the Tenants now Drain and improve themselves, being now willing and ready to make appear how they wido it. Besides,

The Undertakers say they paid a great sum of money to the Crow, and that they have General warranty. It is answered, the King gave warranty no otherwise in the true meaning, but upon the terms in the Contract expressed. viz. That the Commoners should be agreed with, before the work should be begun. Secondly that the Tenants should be left in a better condition. Thirdly, The Land to be conveyed, was to be Waste, Boggy, and surrounded Ground; and accordingly in the close of one of the Contracts, gave warranty to his Attorney-General to pass the conveyance according to the true intent thereof. The Undertakers failed on their parts in all, and therefore the King was abused, the Countrey damnified, and they ought on all sides to make recompence for doing what they were never set on work to do, but by themselves.

The Participants say they have suffered very great damages by the Riots. The Tenants answer, That the Undertakers had a Commission of Oyer and Terminer to try the Rioters, why did they not then proceed in a Legal way of Justice? and why not now, but that the Law is against them? The Tenants therefore have occasion to bless God, and thank His Majesty and the Parliament, for his Gracious Pardon, and under all, are bold to rest upon the Law.